

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY



Office of Government Ethics

In Re: K. Boodlal
Case No.: 22-0100-P

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v)¹ of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 (“Ethics Act”), effective April 27, 2012 (D.C. Law 19 -12 4, D.C. Official Code § 1 -116 1.01 *et seq.*), the Office of Government Ethics (“the Office” or “OGE”) hereby enters this Public Negotiated Disposition with the Respondent, K. Boodlal. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent formerly served as a Highway Safety Program Specialist for the District Department of Transportation (“DDOT”). Before her District government employment, Respondent worked for KLS Engineering, LLC (“KLS”), an engineering firm based in Virginia. KLS is owned by Respondent’s husband, [REDACTED]. KLS contracted with DDOT and the Vision Zero program’s Highway Safety Office for five years, from approximately 2017 to 2022. Vision Zero is a DDOT program and the Highway Safety Office is a subdivision of Vision Zero which uses federal grant funds to prevent street and highway fatalities. Respondent worked with DDOT and Vision Zero as a KLS contractor for a large amount of the life of the contract between DDOT/Vision Zero/Highway Safety Office and KLS.

In 2021, Respondent applied for and was selected for a Highway Safety Program Specialist position with DDOT. Respondent’s direct supervisor [REDACTED], the Vision Zero Program Director [REDACTED] and other members of the selection panel were aware of Respondent’s marriage to KLS’s owner, [REDACTED]. Respondent’s position is federally funded. When Respondent began working at DDOT as a Highway Safety Program Specialist in 2021, she was one of two employees working in the Highway Safety Office. Respondent continued to work for KLS on a part-time basis. Respondent was supervised by Ms. [REDACTED], who was the sole employee of the Highway Safety Office before her hire. Ms. [REDACTED] corresponded with KLS on behalf of the Highway Safety Office until her retirement on January 31, 2022. After Ms. [REDACTED]’s retirement, the Vision Zero program Director became Respondent’s Supervisor and the KLS Contractor Administrator, however, Respondent took over the day-to-day management of the Highway Safety Office, including communication and meetings with all grantees, including KLS. Respondent held planning meetings on behalf of HSO with all grantees where personnel from KLS also attended,

¹ Section 221(a)(4)(A) of the Ethics Act provides, in pertinent part, that “[i]n addition to any civil penalty imposed under this title a violation of the Code of Conduct may result in the following. . . Any negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”

as part of its contractual responsibilities to provide support to HSO. Respondent's supervisor was generally present at these meetings. At the meetings at which Respondent and KLS personnel were present, no KLS contract modification issues were discussed.

The Highway Safety Office is funded by the National Highway Traffic Safety Administration ("NHTSA"). The NHTSA grant money is called 405(c) money and to receive the money grantees must fulfill several requirements, including creating a traffic strategic plan and forming a committee to conduct implementation planning.²

In addition, after Ms. [REDACTED]'s retirement, Respondent was the sole HSO staff member and thus responsible for gathering all paid invoices and supporting documents from HSO contractors and partners and submitting them, as one package, to the federal government for reimbursement to DDOT. Respondent does not participate in DDOT's KLS invoice approval and payment process but does play a role in DDOT's reimbursement of contractor payments by the federal government. Respondent contends that she advised her supervisor, Ms. [REDACTED] when she began working for DDOT in 2021 that she continued part-time employment with KLS on non-DDOT-related matters. Respondent also contends that she submitted documentation to DDOT advising it of her part-time employment with KLS on non-DDOT related matters. Respondent resigned from DDOT on December 16, 2022, due to health reasons.

II. NATURE OF VIOLATIONS

Respondent's conduct is in violation of the District Personnel Manual ("DPM"), as set forth below:

- ❖ Engaging in any outside employment or other activity incompatible with the full and proper discharge of her duties and responsibilities in violation of DPM § 1807.1.
 - On multiple occasions, Respondent, in her capacity as District government employee, was directed by her supervisors to attend meetings, at which her husband was present, and submitted documents to the federal government on behalf of DDOT, which included KLS invoices and documents.
 - Because Respondent, as a District government employee, and maintained part-time employment with a company that does business with her agency, regardless of whether the part-time work was non-DDOT related work, it calls her impartiality into question and undermines the public's trust. Therefore, Respondent's part-time employment with KLS was incompatible with the full and proper discharge of her duties.

None of the above-referenced actions were authorized by the District of Columbia

Respondent does not admit that her actions described hereinabove violated the District Personnel Manual, but has determined that it is in her best interest to enter into this negotiated disposition to facilitate a resolution of this violation. Respondent waives her right to proceed to an adversarial hearing in this matter and she voluntarily, knowingly, and understandingly consents to the Board's imposition of a fine against her in this matter. Moreover, by agreeing to settle this matter via a

² At relevant times, the NHTSA grant had approximately 15 grantees, including DDOT and several other District government agencies.

negotiated disposition, Respondent will allow OGE to avoid expending significant time and resources to litigate this matter through a contested hearing, and to focus its finite resources on other investigations.

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent agrees to pay a total fine in the amount of **\$3,000.00** to resolve this violation of the District Personnel Manual, in accordance with the following terms and conditions:

1. Respondent is solely responsible for satisfying the fine amount by June 1, 2023. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4th Street NW, Suite 830 South, Washington, DC 20001 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 22-0100-P;
2. All outstanding amounts not paid against the fine will be due in full on or before October 1, 2023 (the "Maturity Date").

Additionally, Respondent promises not to engage in such conduct in the future and to obtain ethics training within 30 days of return, should she be reemployed by the District. In consideration of Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct.

Respondent understands that if she fails to pay the full \$3,000.00 fine in accordance with the terms set forth hereinabove, pursuant to section 221(a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21(a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this Negotiated Disposition and the accompanying Board Order assessing the fine. Respondent agrees that failure to pay the fine amount will result in collection action. Respondent further understands that if she fails to adhere to this agreement, OGE may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Ethics Board may impose sanctions up to the full statutory amount (\$5,000.00 per violation) as provided in the Ethics Act for each violation.³ Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent waives any statute of limitation defenses should the Ethics Board decide to proceed in that matter as a result of Respondent's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in this case. Failure to adhere to any provision of this agreement is a breach rendering the entire agreement void. By our signatures, we agree to the terms outlined therein.

³ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

[Redacted]

BOODLAL
Respondent

04/03/2023
Date

Anc
ASHLEY COOKS
Director of Government Ethics

4/4/2023
Date

This agreement shall not be deemed effective unless and until it is approved by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

APPROVED:

Norma B. Hutcheson
NORMA HUTCHESON
Chairperson, Board of Ethics and Government Accountability

4-6-23
Date

#22-0100-P
AC/ASM

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY

Office of Government Ethics



IN RE: K. Boodlal

Respondent

CASE No.: 22-0100-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on April 6, 2023 and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of Three Thousand Dollars (\$3,000.00).

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

A handwritten signature in black ink that reads "Norma B. Hutcheson". The signature is written in a cursive style.

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

4-6-23

Date